

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

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NOCO COMPANY,

Plaintiff,

v.

HONG KONG HEXIN  
GROUP CO., LTD.,

Defendant.

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CASE NO. 21-cv-1019

OPINION & ORDER  
[Resolving Doc. [8](#)]

JAMES S. GWIN, UNITED STATES DISTRICT COURT JUDGE:

Plaintiff NOCO Company (“NOCO”) sues Defendant Hong Kong Hexin Group Co., Ltd., for trademark infringement, trademark dilution, deceptive trade practices, and unfair competition.<sup>1</sup>

Plaintiff NOCO is an Ohio corporation.<sup>2</sup> Defendant is organized under Hong Kong law.<sup>3</sup>

Plaintiff NOCO has not yet successfully served Defendant. Now, Plaintiff moves to serve Defendant under Hague Convention procedures.<sup>4</sup> For the following reasons, the Court **GRANTS** Plaintiff’s motion.

**I. Background**

Plaintiff obtained multiple addresses for Defendant in Hong Kong, China; Shenzhen, China; Xiamen, China; and Xi’an, China.<sup>5</sup> Plaintiff sent the summons and complaint, written

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<sup>1</sup> Doc. [1](#).

<sup>2</sup> *Id.* at ¶ 2.

<sup>3</sup> *Id.* at ¶ 3.

<sup>4</sup> Doc. [8](#).

<sup>5</sup> Doc. [7](#) at 2-5, 7-8.

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notice, and waiver requests to those addresses.<sup>6</sup> Plaintiff also exchanged emails with Defendant's attorney.<sup>7</sup>

Despite Plaintiff's attempts to serve Defendant, Plaintiff has not received completed waivers of service.<sup>8</sup> Plaintiff now seeks to serve Defendant under Hague Convention Procedures.<sup>9</sup>

## II. Discussion

Federal Rule of Civil Procedure 4 authorizes service to a foreign corporation under the procedures authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents ("the Hague Convention").<sup>10</sup>

The Hague Convention is a treaty "intended to provide a simpler way to serve process abroad, to assure that defendants sued in foreign jurisdictions would receive actual and timely notice of suit, and to facilitate proof of service abroad."<sup>11</sup> The Hague Convention states that it "shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad."<sup>12</sup> The Supreme Court has held that "compliance with the Convention is mandatory in all cases to which it applies."<sup>13</sup>

Here, the Hague Convention applies because the United States and China are both treaty signatories.<sup>14</sup> Plaintiff knows Defendant's physical addresses, meaning that the

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<sup>6</sup> *Id.*

<sup>7</sup> *Id.* at 4.

<sup>8</sup> Doc. 8 at 2.

<sup>9</sup> *Id.*

<sup>10</sup> Fed. R. Civ. P. 4(f)(1); Fed. R. Civ. P. 4(h)(2).

<sup>11</sup> *Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 698 (1988).

<sup>12</sup> *Id.* at 699 (quoting Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters, art. 1, Nov. 15, 1965, 20 U.S.T. 362).

<sup>13</sup> *Id.* at 705.

<sup>14</sup> *Noco Co., Inc. v. Zhejiang Quingyou Elec. Com. Co., Ltd.*, 338 F.R.D. 100, 103 (N.D. Ohio 2021).

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exception for unknown addresses does not apply in this case.<sup>15</sup>

### III. Conclusion

The Court **GRANTS** Plaintiff's motion for leave to serve Defendant under Hague Convention procedures. The Court **ORDERS** Plaintiff to provide status updates to the Court every four months until Plaintiff succeeds in serving Defendant.

IT IS SO ORDERED.

Dated: January 18, 2022

s/ James S. Gwin  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE

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<sup>15</sup> *Id.* at 108.